

A-3-A

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June 4, 2008

Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Re: Ichabod Lane – Utility Lines

Dear Susan:

Based on your email, it is my understanding that Bangor Hydro Electric Company has been requested to run poles and wires over Ichabod Lane to provide electrical service to land owned by Mr. King.

As you probably recall, it was determined that the Town of Hampden accepted the subject portion of Ichabod Lane as a town way. Title 35 M.R.S. §2305-B provides that a distribution utility may construct and maintain its lines on public roads and streets in any municipality in which the utility is authorized to supply electricity, subject the conditions and restrictions of Chapter 25 of Title 35. Section 2501 of Chapter 25 provides that facilities for the transmission of electricity or communications may not be constructed in a public way without first obtaining a written location permit from the applicable licensing authority, which is the municipal officers when the public way is a town way. Section 2503 requires a written application with specified information, and the applicant must publish a public notice in the newspaper. Any person owning property which abuts the applicable public way may file a written objection with the licensing authority within 14 days after publication of the notice, and the objection must be made by either delivery in hand or by registered or certified mail. If an objection is received by the Town, the licensing authority must hold a public hearing on the matter and must give at least 7 days advance notice of the hearing by registered or certified mail to the applicant and any person who filed an objection. The location permit issued by the licensing authority must specify the approximate location of the facility and the minimum height of any wires above the earth's surface. In addition, the licensing authority may specify in the permit other requirements it determines necessary and in the best interests of the public safety and use of the right-of-way so as not to obstruct use or public travel.

Susan Lessard, Town Manager
June 4, 2008
Page 2

In essence, I think the Town of Hampden, through its Town Council, can work with Bangor Hydro Electric Company to agree upon the best location for the line of poles and wires on this portion of Ichabod Lane, but I do not think that the Town Council has the authority to categorically deny the installment of utility lines in a town way.

If you have any questions or comments, or you need any additional assistance on this matter, please feel free to contact me.

Very truly yours,

FARRELL, ROSENBLATT & RUSSELL


Thomas A. Russell

TAR/kam

A-3-B



*Bangor Health & Community Services
103 Texas Avenue
Bangor, Maine 04401
Tel. (207) 992-4530*

June 4, 2008

Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 4444

The Health Promotion Program at Bangor Region Public Health and Wellness, a division of Bangor Health and Community Services, is home to the Healthy Maine Partnership for the Bangor Region serving the communities of Bangor, Brewer, Clifton, Eddington, Glenburn, Hampden, Hermon, Holden, Newburgh, Orono, Orrington, and Veazie.

Prevention through promotion of healthy behaviors is the program's main focus. Through schools, workplaces and community settings, staff works to deliver simple health information and easy-to-implement behaviors that collectively improve the health of our region.

The program is part of a larger state-wide effort to create local public health systems throughout Maine.

We are inviting town managers, parks and recreation, law enforcement, library, and school representatives from each town in our service area to attend a meeting on **Tuesday June 24th at 8:30 am** to

- discuss health and wellness needs specific to the work you are doing in your area and
- gain an understanding of how we can help you meet those needs

We'd also like to increase your understanding of our program and the ways we can help your residents by

- connecting you to community resources
- adopting policies in your workplace, school, or community that foster healthy living
- speaking to groups
- Providing you with resources on physical activity, nutrition, sun exposure, tobacco, substance abuse disorders, chronic disease management and prevention.

The meeting will be held:
Tuesday June 24th at 8:30 am
Bangor City Hall, Council Chambers (3rd Floor)
73 Harlow Street
Bangor, Maine 04401

Please consider designating a representative to attend in your place if you are unable to do so. Feel free to contact Dawn Furbush at 992-4468 or dawn.furbush@bangormaine.gov for more information or to RSVP.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Shawn Yardley".

C. Shawn Yardley
Director
Bangor Health and Community Services

Subject: Maine Public Broadcasting Move to Southern Maine**From:** "Steve Faloon" <steve_faloon@yahoo.com>**Date:** Wed, June 11, 2008 3:36 pm**To:** repjackie.Norton@legislature.maine.gov ([more](#))**Priority:** Normal**Options:** [View Full Header](#) | [View Printable Version](#) | [Download this as a file](#)

I'm Steve Faloon and I'm a former employee of the Maine Public Broadcasting Network (MPBN) and still occasional volunteer host for the Network's tv and radio on-air pledge drives. I'm writing to ask a moment of your time to measure interest in the recent decision at MPBN to relocate Bangor staff and related operations to its facilities in Portland and Lewiston.

As an employee in 1995 I worked with some of you, at least indirectly, in successfully blocking a similar effort to relocate Bangor staff to the greater Portland area immediately following the merger of Bangor based MPBN and Lewiston based WCBB. At that time, leaders from the City of Bangor joined legislators from throughout central, eastern and northern Maine, as well as the Bangor Daily News editorial board, to tell the publicly funded Network that it could not fulfill its mission to serve the entire state from offices located strictly in southern Maine.

Just as previous General Manager Rob Gardiner stated at that time in writing that "Portland is the cultural and economic center of Maine" in justifying consolidation to that area, current management has similarly stated in a January 24, 2008 memo that "an analysis of reorganization of facilities must examine where MPBN conducts its business, meaning where is the support located?"

Though the year has changed, the Portland-centric message remains the same. Despite a state appropriation and membership support from literally every community in Maine, and a mission that makes clear its obligation to serve all of us, the network clearly feels again that the people of greatest importance are located in the greater Portland area.

I'm writing to ask if you agree.

Certainly the message from north/east/central maine legislators and Bangor area officials in 1995 was very clear. But that was also in response to a more direct effort on the part of the Network to move staff south. Current MPBN management has learned the political lessons of the past and has chosen a more low-profile approach this time.

Specifically, staff has been moved quietly over the past several years through a hiring freeze at the Bangor facility. What that means is this. Where once there were a total of eight tv and radio producers based in Bangor, for the past year and a half there have been none. Zero. As a media/pr person for the City of Bangor Department of Health and Community Services there is only one local media organization that has never responded to a press release or covered an event relating to the work we do here. That organization is MPBN. Though it's a mere 500 ft from our building, there is simply no one there to answer the phone. My news contacts, former colleagues that I know well, are based in Portland and Lewiston and simply do not have the time, or desire it seems, to cover issues taking place north of Augusta. I used to say during pledge drives that MPBN was/is Maine's storyteller. I no longer say that because it simply is not true. You can not tell the stories of people if you are not among them, and MPBN is already no longer among us.

The current situation extends beyond staff and goes to the heart of the Bangor facility as well. For the first time since its inception over forty years ago, the Network is no longer able to produce television

programming from its studios here. As we speak, studios are being turned into offices to house employees currently located in a building slated for closure later this month. Those employees will be temporarily housed in MPBN'S Bangor studios while attrition and eventual forced transfers take them or their positions to southern Maine.

There is no doubt that tough economic times have delivered us to a point where all efficiencies must be considered, especially in publicly funded institutions, but the following must be known about the current MPBN plan. Though the Network maintains that the Lewiston facility has space available to absorb transferred staff from either Portland or Bangor, it has no plans to close its Portland facility. In a very short time, and even now to a large extent, the breadth of public broadcasting in Maine (excluding transmitters) will be the 25 mile distance between Portland and Lewiston. In financial terms, consolidation of the high-rent Portland facility with Lewiston would result in greater savings than could ever be achieved through closure of the Bangor facility, which is owned outright. But this is not about money.

As it was years ago, this is about a myopic view that Portland is the center of the cultural and economic universe, mixed with a preference on the part of yet another general manager that staff be within close proximity to his personal residence.

Would we allow the University of Maine or any other venerable public institution to operate in this way without so much as an informed discussion?

Though I still have friends and former colleagues in the Bangor facility that will obviously feel the impact of these decisions, I would not presume to take your time on their behalf. I'm writing today out of a firm belief that economic and cultural development in the "other" Maine is essential, and that it starts by supporting and maintaining institutions that are already contributing to both. MPBN has been a vital part of our extended community for over forty years, but that is truly about to change forever.

Though all of Maine will continue to receive programming via MPBN's existing network of transmitters, at least for the time being, the people who decide what's on the air, produce local programs, tell the stories and ultimately guide the course of both tv and radio services, will for the first time in four decades no longer be in our community.

The previous effort to close MPBN's Bangor facility thirteen years ago met with a total of three editorials on the part of the Bangor Daily News and legislation that effectively changed the way the MPBN Board was structured. It clearly mattered then and I have taken your valuable time in the belief that it still matters now.

Please work with me in helping stop this. I have internal memos and additional information that will bare all this out. I also have a great desire to speak with any one of you regarding this, as well as a hope that I can eventually address larger groups within the Bangor area to bring this issue to light.

Feel free to respond to this e-mail address or call me at 207-907-9663

Thank you for your time and interest. I look forward to hearing from you.

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A-3-d

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Subject: CEDS Annual Six-County Planning & Prioritization Luncheon

From: "Rebecca Grzesik" <RGrzesik@emdc.org>

Date: Mon, June 2, 2008 4:28 pm

To: tphilbrick@flybangor.com ([more](#))

Priority: Normal

Options: [View Full Header](#) | [View Printable Version](#) | [Download this as a file](#)

Eastern Maine Development Corporation

Invites you to the Annual Six-County

Comprehensive Economic Development Strategy (CEDS)

Planning & Prioritization Luncheon

You are cordially invited to participate in EMDC's CEDS Planning & Prioritization Meeting on June 20, 2008 to be held from 10:00a.m to 3:00 p.m. at Jeff's Catering in Brewer, Maine.

EMDC's Eastern Maine Comprehensive Economic Development Strategy (CEDS) is the result of a continuing comprehensive economic development planning process utilizing broad-based and diverse public and private sector participation, intended to ensure the long term economic vitality of the Eastern Maine region, comprised of Knox, Hancock, Penobscot, Piscataquis, Waldo and Washington counties. Inclusion in the CEDS is an important step in assuring that priority projects in our region are eligible for funding from the federal EDA and included in EMDC's strategic plan.

Your participation in EMDC's CEDS Strategic Planning and Prioritization Meeting on June 20th is a crucial part of the CEDS planning process. Attendees will participate in a series of facilitated strategic planning exercises intended to articulate and prioritize the key topics, issues and projects that will comprise the 2007 CEDS Plan. These exercises will draw directly on the information already provided by stakeholders during the June 2007 CEDS Forum and the 2008 CEDS focus group meetings. It is hoped that the Prioritization Luncheon will provide a clear representation of important issues and topics facing Eastern Maine's Economic Future.

We know that you have a keen interest in the future economic health and vitality of our region. The June 20th EMDC CEDS Forum gives you the perfect opportunity to help shape Eastern Maine's Economic Development future.

Please R.S.V.P. Becky Grzesik at 207-942-6389 or via email to rgrzesik@emdc.org by June 13, 2008.

Attached are the Sixteen Top Issues and Projects, a result of the 2007 CEDS Forum.

Directions...

From 95 North or South, take Exit 182-A onto 395 East. Travel to Exit #5 (Parkway South) and turn left at end of exit. Go 1/10 of a mile over railroad tracks, and take the very next right into the East/West Industrial Park. Travel approximately 100 yards and turn left onto Coffin Avenue. Jeff's Catering is located at 15 Littlefield Way.

From Ellsworth take 395 West. Travel to Exit #5 (Parkway South) and turn left at end of exit. Go 1/10 of a mile over railroad tracks and take the very next right into the East/West Industrial Park. Travel approximately 100 yards and turn left onto Coffin Avenue. Jeff's Catering is located at 15 Littlefield Way.

Attachments:

untitled-[1.1]	2.6 k	[text/plain]	Download View
CEDS SWEET SIXTEEN.doc	58 k	[application/msword]	CEDS SWEET SIXTEEN.doc Download

Sixteen Top Issues in Priority Order (from June 7, 2007 CEDS Forum)

1. It is widely perceived that the "Business Environment" in Eastern Maine is poor; this is generally attributed to: the state's tax and regulatory structure; cost of and access to utilities and technology; and transportation and infrastructure challenges; Maine spends too much time with negatives and should concentrate on the positives. ***[Thriving Economic Climate]***
2. Current telecommunications infrastructure (broadband capacity – backbone – redundancy, connectivity and cellular service) is insufficient. ***[Infrastructure]***
3. With respect to the development of Tourism, there is an overriding need for vision, policies and funding that will transcend administrations and politics. ***[Tourism]***
4. Major economic development issues facing Eastern Maine need to be addressed at the regional level such as allocation of scarce financial resources, the location of critical infrastructure, and business retention and attraction efforts. ***[Regional Leadership and Collaboration]***
5. The Region's road infrastructure is not being maintained in a manner that is supportive of economic development goals, largely due to limited resources. ***[Infrastructure]***
6. "Micro businesses" and the creative economy are very important to our regional economy, particularly in the sparsely populated areas, yet there are challenges with respect to: marketing and access to markets; capitalization of small businesses; and access to broadband. ***[Thriving Economic Climate]***
7. With respect to Research, Development, Entrepreneurship & Innovation, there is a lack of the complete spectrum (idea to market) financing and technical support. ***[Research, Development, Entrepreneurship & Innovation]***
8. Limited municipal resources require better collaboration and coordination such as model zoning, cooperative purchasing, etc. among counties and municipalities in the region. ***[Regional Leadership and Collaboration]***
9. The Region has great potential for all alternative energy. ***[Natural Resources]***

10. There is a need to support traditional natural resource based industries-aquaculture, fishing, agriculture and forest/wood products. ***[Thriving Economic Climate]***
11. There is a need to improve infrastructure that supports tourism product development, particularly quality roads, hotel facilities, and certain amenities such as signage and rest room facilities for visitors and establish and increase dedicated funding indexed to market performance. ***[Tourism]***
12. Eastern Maine's rural downtowns are a critical component to the region's unique character and quality of place – their support and revitalization are critical. ***[Unique Quality of Life & Place]***
13. Expanding value-added product development opportunities helps to encourage people to "buy local". ***[Unique Quality of Life & Place]***
14. The education system needs to be better integrated with business sector and be agile and responsive enough to meet current and future workforce needs. ***[Research, Development, Entrepreneurship & Innovation] Q whether to move to Education & Workforce Development?***
15. Increased opportunity exists for educators to partner with businesses in workforce training and development, however there remains a disconnect between education provided and employment opportunities; need for curriculum development by region with consistency. ***[Education and Workforce Development]***
16. Encouragement of lifelong learning and the methods to address this through transferability of course, encouragement by business to advance skills, access to courses and affordability. ***[Education and Workforce Development]***

Sixteen Top Projects in Priority Order (from June 7, 2007 CEDS Forum)

1. Invest in broadband “backbone” capacity. To serve the needs of businesses such as Jackson Lab and J.W. Sewall, the region needs to increase high-speed broadband capacity throughout the region by expanding fiber optic connectivity. **[Infrastructure]**
2. LNG Projects. Quoddy Bay LNG, Downeast LNG, and Calais LNG are proposed liquefied natural gas projects in Washington County. **[Infrastructure]**
3. Student entrepreneurship and business incubator program. The University of Maine’s Student Innovation Center provides the foundation for such as program and other opportunities need to be created in other areas in the region through partnership with higher education, vocational education, and business. **[Research, Development, Entrepreneurship & Innovation]**
4. Alternative Energy Research and Development Initiative. Encourage alternative energy, using available traditional and nontraditional product and by-product streams, such as wind, tidal, biomass, etc. **[Natural Resources]**
5. EMDC Downtown Initiative. Establish a downtown initiative within EMDC that provides technical assistance to municipalities and businesses, as well as helps leverage resources for revitalization efforts. **[Unique Quality of Life & Place]**
6. Joint Tourism and Natural Resource-Based Initiatives. Develop initiatives that build on the natural resource assets for the purposes of tourism development, such as the proposed Hammond Ridge resort development in Millinocket and the Plum Creek proposal in the Greenville area. **[Natural Resources]**
7. Increase investment in research and development of resource-based industries. Advance research and development led by the University of Maine in wood composites, agriculture, and marine resources **[Natural Resources]**
8. Coordinated Small Business Technical Assistance. Improve coordination of local, state and regional business assistance efforts focused on services delivered to small business start-ups and business expansion. **[Thriving Economic Climate]**
9. Affordable Housing Technical Assistance Projects, particularly workforce housing. Improve coordination of local, state and regional

business assistance efforts focused on services delivered to small business start-ups and business expansion. ***[Unique Quality of Life & Place]***

10. Regional Leadership Initiatives. Using MidCoast Magnet and Bangor Fusion as models, develop projects that nurture emerging regional leaders ***[Regional Leadership & Collaboration]***
11. Washington County: One community! A coalition of citizens and groups dedicated to increasing the connectivity and communication between exiting initiatives and interests. ***[Regional Leadership & Collaboration]***
12. Dedicated Tourism funding. Develop legislative support for additional dedicated tourism funding indexed to market performance. ***[Tourism]***
13. Tourism Growth Clusters. Study and develop the elements of successful sustainable tourism clusters, map existing community assets and identify additional needs or unrealized potential for efficiencies. ***[Tourism]***
14. Strategic Branding Initiatives. Create a regional and sub-regional brand for Eastern Maine and its communities that convey the region's assets and tell a story ***[Thriving Economic Climate]***
15. Enhance Career Development Education in Grades K-12 throughout the Region. Through school based forums, locally relevant place-based curriculum, internships with a strong connection to business and the development of entrepreneurial skills. ***[Education and Workforce Development]***
16. Workforce Investment in the Marine Sector Using WIRED/North Star Alliance. Continue to support efforts made possible by this program targeted at the boatbuilding sector, including composites and marine trades, and begin planning for sustaining efforts/programs into the future. ***[Education and Workforce Development]***

Luka Noit Pool
Board Meeting Minutes ~ 5/13/08

A-4-A

Dan Brooks brought the meeting to order at 7:03 pm.

Those present: Dan Brooks, Cedena McAvoy, Norman Stern, Karen Brooks, Mary Ellen Conner, Garry Greene, Darcey Peakall, and Julie Macleod. Not present: Jim Feverston, Kim McNutt, and Whitey Miller

The secretary's minutes were accepted as presented.

The treasurer's report was tabled until the June meeting.

Darcey reported that fuel usage is down by 300 gallons and that April school vacation family swim was down 60 people from this time last year. The lower attendance was due to two less family swims being offered because the pool hosted a Lifeguarding course that needed pool time. The Lifeguarding class was full with 12 people, with a waiting list of four names. From the class, four people applied for jobs at the pool and have since been hired. Swim lessons participants have increased by 46 people between sessions III to IV and have increased by 219 total participants from session I through IV.

Kim was to bring the estimates for the landscaping project to the meeting, but due to her absence, the board voted 6-0 that the spring maintenance project go to the lowest bidder and that the money be withdrawn from the Board of Trustees landscaping account. Dan will contact Kim for the information.

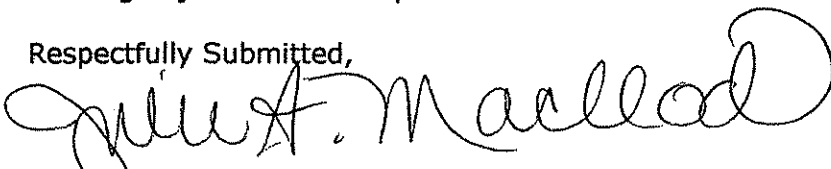
Norm reviewed the five-year plan with the board and is happy with the progress that has taken place during the past two years. He would like the current board to review the five-year plan and give any suggestions that should be added to the list. The board is adding a sub category under Inside Appearance called Physical Plant. Under the new category, the board would like to list an air conditioner for the lounge, miscellaneous painting projects, baby changing stations in each locker room, more hooks in the shower areas and something on the floors to make them less slippery. Darcey has in her proposed budget for tiling the cement sections. This will help with the slipperiness. She is also proposing to the city counsel that the pool interior walls be painted and for a new roof. The board agreed with her proposals. Cedena would like to increase the age of children allowed in the opposite sex locker room. Currently, the age is no one over two years old. Norm would like to see more artwork displayed in the building and entertained a suggestion by the Hampden Academy Swim Team to add three more lanes. All these suggestions will be added to the brainstorming session handout for future discussion.

The flea market was tabled and will be discussed at the June meeting.

Dan asked if the Memorandum of Understanding was completed and if the thank you cards had been sent to the scholarship donors and auction supporters but Jim was not at the meeting to answer the questions from the board members. Darcey will try to contact Jim for the information and Cedena will print the labels and drop them off to the pool.

Meeting Adjourned at 8:34pm.

Respectfully Submitted,


Julie A. Macleod

Rapid Renewal Transaction Volume Summary

Town of Hampden: Transaction date >= 20080501 and < 20080601

A-4-6

Payment Method	Transaction Count	Transaction Amount	Processing Fees
Credit/Debit Card	0	0.00	0.00
Electronic Check	55	9231.38	0.00
TOTAL	55	9231.38	

Class Code Summary

Class	Count
CO	1
CR	4
DX	1
LB	1
MC	3
PC	42
TL	1
UM	1
VT	1

Rapid Renewal
May 2008

A-4-C

May 29, 2008

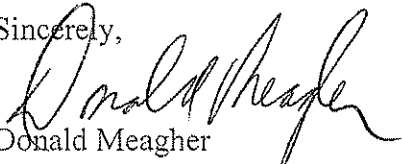
Susan Lessard
Town Manager
Municipal Building
106 Western Avenue
Hampden, ME 04444

Dear Susan:

The host fee payment of \$64,524.17 which the Town received represents the period April 2008, during which 34,878 tons were disposed at PTL.

As always, please give me a call if you have any questions about the landfill.

Sincerely,


Donald Meagher

Enc: Host community benefit check

A-4-d

**EDYTHE L. DYER LIBRARY
BOARD OF TRUSTEES
ANNUAL MEETING
MINUTES
May 14, 2008**

Members present: Debbie Lozito (ex officio), Don Desmarais, John Skehan, MaryAnn Bjorn, Fred Jones, Richard Jenkins, Janet Briggs, Mark Russell, Dave Barrett, Tony Mourkas, Judy Beebe and Yvonne Lambert.

Members absent: Ruth Stearns, Cheri Condon and Bion Foster.

Meeting called to order.

The minutes of the April 9 meeting were read and approved unanimously.

Debbie informed the Board that the airconditioning duct work has been completed and the actual units will be installed soon. In addition, the parking lots and entrance walkway are scheduled to be paved on May 21. The Library will be closed that day.

The Nominating Committee presented its slate of officers for election. There being no other nominations from the floor, vote was taken and the slate was approved unanimously. Officers for the 2008-2009 Library Board of Directors are:

Chairman	Don Desmarais
Vice Chairman	John Skehan
Secretary	Yvonne Lambert
Treasurer	Bion Foster

The next meeting will be June 11 at 7:30 a.m.

Respectfully submitted,

Donna Beck
Recording Secretary

BUS RIDERSHIP
TOWN OF HAMPDEN

	January	February	March	April	May	June	July	August	September	October	November	December	Total
1999	796	778	1030	896	801	787	776	838	821	874	873	770	10040
2000	592	732	806	723	708	673	675	709	732	748	662	668	8428
2001	661	485	608	646	730	637	529	543	482	677	588	610	7196
2002	626	599	675	691	669	586	610	662	706	826	670	699	8019
2003	717	618	708	713	754	553	837	787	849	1508	1614	1738	11396
2004	1487	1577	1926	1877	1623	1926	1930	2096	2010	1805	1795	1981	22033
2005	1884	1942	2425	2303	2292	2294	2048	2353	2360	2375	2255	2179	26710
2006	2367	2092	2594	2213	2412	2571	2384	2555	2302	2337	2603	2443	28873
2007	2366	2253	2952	2313	2612	2649	2554	2830	2167	2844	2737	2700	30977
2008	3064	3053	2932	3177									12226

A-4-e

June 5, 2008

AMBULANCE COLLECTION WORKSHEET

FISCAL YEAR STATUS

MONTH 2007-2008	#RUNS	AMOUNT BILLED	AMOUNT ALLOWED	AMOUNT COLLECTED	AMOUNT OUTSTANDING	PERCENT COLLECTED
JULY	25	\$ 12,015.00	8919.27	7987.77	931.5	89.56
AUGUST	38	\$ 19,085.00	14241.2	12532.18	1709.02	88.00
SEPTEMBER	30	\$ 14,965.00	11428.21	10183.21	1245	89.11
OCTOBER	38	\$ 18,615.00	15393.84	13089.58	2304.26	85.03
NOVEMBER	36	\$ 15,920.00	11530.97	10707.34	823.63	92.86
DECEMBER	33	\$ 17,570.00	14615.09	11733.7	2881.39	80.28
JANUARY	25	\$ 21,090.00	15575.14	11630.21	3944.93	74.67
FEBRUARY	36	\$ 14,685.00	12804.49	9330.55	3473.94	72.87
MARCH	30	\$ 12,360.00	10218.9	7401.31	2817.59	72.43
APRIL	36	\$ 17,015.00	16064.05	5751.45	10312.6	35.80
MAY						
JUNE						
TOTAL	327	\$ 163,320.00	130791.16	100347.3	30443.86	76.72

A-4-P

4-4-g

2007/2008
Budget Report
June 12, 2008

ACCOUNT NUMBER	ACCOUNT NAME	FY2008 Budget	Expended 12-Jun-08	Remaining Balance
01-01	ADMINISTRATION	\$525,289.00	\$521,095.87	\$4,193.13
01-02	GIS/IT	\$81,608.00	\$64,368.43	\$17,239.57
01-03	COMMUNICATIONS	\$35,614.00	\$31,501.63	\$4,112.37
01-05	TOWN COUNCIL	\$31,701.50	\$26,617.18	\$5,084.32
01-10	MUNICIPAL BUILDING	\$107,065.00	\$125,113.85	-\$18,048.85
01-15	TAX COLLECTOR	\$6,000.00	\$5,390.04	\$609.96
01-20	ELECTIONS	\$14,366.00	\$9,871.57	\$4,494.43
01-25	PLANNING/ASSESSING	\$225,741.00	\$198,241.17	\$27,499.83
01-30	ECONOMIC DEVELOPMENT	\$100,000.00	\$95,618.95	\$4,381.05
05-03	NON-DEPT. UTILITIES	\$397,468.00	\$377,409.96	\$20,058.04
05-01	POLICE	\$930,205.00	\$886,504.63	\$43,700.37
05-05	FIRE DEPARTMENT	\$770,526.00	\$695,436.76	\$75,089.24
05-10	PUBLIC SAFETY	\$162,413.00	\$148,413.28	\$13,999.72
10-01	PUBLIC WORKS	\$1,090,300.00	\$1,087,780.20	\$2,519.80
10-05	MUNICIPAL GARAGE	\$18,500.00	\$34,308.69	-\$15,808.69
15-10	SOLID WASTE	\$482,918.00	\$374,923.49	\$107,994.51
20-01	RECREATION	\$117,881.00	\$118,989.81	-\$1,108.81
20-10	DYER LIBRARY	\$220,404.00	\$211,627.19	\$8,776.81
20-20	LURA HOIT POOL	\$328,083.00	\$313,009.73	\$15,073.27
20-25	MARINA	\$600.00	\$133.46	\$466.54
25-10	THE BUS	\$40,000.00	\$39,336.58	\$663.42
30-10	BUILDINGS & GROUNDS	\$59,026.00	\$64,139.99	-\$5,113.99
38-00	OUTSIDE AGENCY REQUESTS	\$24,441.00	\$24,441.00	\$0.00
40-10	GENERAL ASSISTANCE	\$10,000.00	\$1,360.52	\$8,639.48
50-10	DEBT SERVICE	\$384,593.00	\$366,577.10	\$18,015.90
55-00	RESERVES	\$177,300.00	\$177,300.00	\$0.00
GROSS	MUNICIPAL BUDGET TOTAL	\$6,342,042.50	\$5,999,511.08	\$342,531.42
	Overlay	\$38,118.00	10528.23	\$27,589.77
	SAD #22 TAXATION AMOUNT	\$5,027,578.00	\$4,608,613.81	\$418,964.19
	COUNTY TAXATION AMOUNT	\$545,837.05	\$545,837.05	\$0.00
	TIF Appropriation	\$47,000.00	\$37,902.16	\$9,097.84
		\$12,000,575.55	\$11,202,392.33	\$798,183.22

2008 BUDGET
Estimate Revenues Report
June 12, 2008

Account Number	Account Name	2008 Budget	2008 Received 6/12/2008	Balance to be Received	
01-03	Tax Interest	\$15,000.00	\$19,592.12	-\$4,592.12	
01-05	Lien Interest	\$10,000.00	\$9,752.66	\$247.34	
01-09	Sale of TA Prop.	\$0.00	\$0.00	\$0.00	
01-15	MV Excise Tax	\$1,500,000.00	\$1,423,148.51	\$76,851.49	
01-17	Boat Excise	\$8,500.00	\$8,541.00	-\$41.00	
01-18	Agent Fees	\$19,000.00	\$19,199.00	-\$199.00	
01-19	Clerk Fees	\$9,000.00	\$10,247.25	-\$1,247.25	
01-23	Interest	\$80,000.00	\$127,225.48	-\$47,225.48	
01-25	Rental Income	\$2,000.00	\$0.00	\$2,000.00	
01-27	Plumbing Fees	\$9,000.00	\$3,961.59	\$5,038.41	
01-29	CEO Fees	\$22,000.00	\$17,562.60	\$4,437.40	
01-31	Planning Bd. Fees	\$6,000.00	\$4,946.00	\$1,054.00	
01-33	Zoning Bd. Fees	\$0.00	\$0.00	\$0.00	
01-35	Cable TV Fee	\$30,000.00	\$33,871.40	-\$3,871.40	
01-37	Fees/Permits	\$2,000.00	\$1,200.00	\$800.00	
01-39	Copies/Ordinances	\$0.00	\$0.00	\$0.00	
01-41	HCB Revenue	\$120,000.00	\$120,000.00	\$0.00	
01-45	Housing Found.	\$5,916.00	\$6,334.03	-\$418.03	
01-47	Business Pk. Rev.	\$246,500.00	\$95,500.00	\$151,000.00	
01-78	Sewer Income	\$55,000.00	\$55,000.00	\$0.00	
01-79	Miscellaneous	\$2,500.00	\$2,326.55	\$173.45	
01-81	Tree Growth	\$5,000.00	\$1,387.00	\$3,613.00	
01-82	Vet's Reimburse.	\$4,500.00	\$2,995.00	\$1,505.00	
01-86	GA Reimburse.	\$2,500.00	\$352.52	\$2,147.48	
01-88	State Rev. Sharing	\$650,000.00	\$800,807.60	-\$150,807.60	
01-99	Fund Balance	\$300,000.00	\$300,000.00	\$0.00	
05-01	Animal Control Fee	\$1,200.00	\$2,265.00	-\$1,065.00	
05-05	Ambulance Fees	\$100,000.00	\$119,372.92	-\$19,372.92	
05-15	Police Receipts	\$2,500.00	\$2,055.58	\$444.42	
05-20	DEA/School Reim.	\$104,365.00	\$84,582.71	\$19,782.29	
10-01	Cemetery Fees	\$2,500.00	\$8,225.00	-\$5,725.00	
10-05	Sale of Lots	\$4,000.00	\$4,500.00	-\$500.00	
10-07	Cemetery Res. Use	\$0.00	\$0.00	\$0.00	
10-10	Cemetery Flowers	\$100.00	\$0.00	\$100.00	
15-01	Transfer Sta. Perm	\$13,000.00	\$14,385.00	-\$1,385.00	
15-05	Recycling Income	\$13,000.00	\$26,441.08	-\$13,441.08	
15-10	PERC Revenue	\$60,000.00	\$71,852.76	-\$11,852.76	
20-01	Library Fees	\$7,000.00	\$5,313.07	\$1,686.93	
20-10	library Friends	\$0.00	\$0.00	\$0.00	
25-01	Bus Grant Funds	\$0.00	\$0.00	\$0.00	
20-25	Pool Fees	\$115,000.00	\$142,015.26	-\$27,015.26	
	Econ. Dev. Res.	\$0.00	\$0.00	\$0.00	
	Carried Balances	\$25,000.00	\$25,000.00	\$0.00	
	Totals	\$3,552,081.00	\$3,569,958.69	-\$17,877.69	

2008 BUDGET
Estimate Revenues Report
June 12, 2008

Account Number	Account Name	2008 Budget	2008 Received 6/12/2008	Balance to be Received	
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01-31	Planning Bd. Fees	\$6,000.00	\$4,946.00	\$1,054.00	
01-33	Zoning Bd. Fees	\$0.00	\$0.00	\$0.00	
01-35	Cable TV Fee	\$30,000.00	\$33,871.40	-\$3,871.40	
01-37	Fees/Permits	\$2,000.00	\$1,200.00	\$800.00	
01-39	Copies/Ordinances	\$0.00	\$0.00	\$0.00	
01-41	HCB Revenue	\$120,000.00	\$120,000.00	\$0.00	
01-45	Housing Found.	\$5,916.00	\$6,334.03	-\$418.03	
01-47	Business Pk. Rev.	\$246,500.00	\$95,500.00	\$151,000.00	
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01-79	Miscellaneous	\$2,500.00	\$2,326.55	\$173.45	
01-81	Tree Growth	\$5,000.00	\$1,387.00	\$3,613.00	
01-82	Vet's Reimburse.	\$4,500.00	\$2,995.00	\$1,505.00	
01-86	GA Reimburse.	\$2,500.00	\$352.52	\$2,147.48	
01-88	State Rev. Sharing	\$650,000.00	\$800,807.60	-\$150,807.60	
01-99	Fund Balance	\$300,000.00	\$300,000.00	\$0.00	
05-01	Animal Control Fee	\$1,200.00	\$2,265.00	-\$1,065.00	
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10-05	Sale of Lots	\$4,000.00	\$4,500.00	-\$500.00	
10-07	Cemetery Res. Use	\$0.00	\$0.00	\$0.00	
10-10	Cemetery Flowers	\$100.00	\$0.00	\$100.00	
15-01	Transfer Sta. Perm	\$13,000.00	\$14,385.00	-\$1,385.00	
15-05	Recycling Income	\$13,000.00	\$26,441.08	-\$13,441.08	
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20-01	Library Fees	\$7,000.00	\$5,313.07	\$1,686.93	
20-10	library Friends	\$0.00	\$0.00	\$0.00	
25-01	Bus Grant Funds	\$0.00	\$0.00	\$0.00	
20-25	Pool Fees	\$115,000.00	\$142,015.26	-\$27,015.26	
	Econ. Dev. Res.	\$0.00	\$0.00	\$0.00	
	Carried Balances	\$25,000.00	\$25,000.00	\$0.00	
	Totals	\$3,552,081.00	\$3,569,958.69	-\$17,877.69	



C-1-a

**TOWN OF HAMPDEN
PUBLIC NOTICE**

Notice is hereby given that the Hampden Town Council will hold a public hearing at 7:00 pm on Monday, June 16, 2008 at the Hampden Municipal Building for consideration of the entire FY 2009 proposed town budget.

**PROPOSED 2009
HAMPDEN TOWN BUDGET**

ACCOUNT NUMBER	ACCOUNT NAME	PROPOSED BUDGET 2008
01-01	ADMINISTRATION	\$537,888.00
01-02	GIS/IT	\$118,632.00
01-03	COMMUNICATIONS	\$35,614.00
01-05	TOWN COUNCIL	\$36,525.00
01-10	MUNICIPAL BUILDING	\$119,857.00
01-15	TAX COLLECTOR	\$6,000.00
01-20	ELECTIONS	\$12,963.00
01-25	PLANNING/ASSESSING	\$230,336.00
01-30	ECONOMIC DEVELOPMENT	\$92,318.00
05-03	NON-DEPT. UTILITIES	\$414,078.00
05-01	POLICE	\$968,423.00
05-05	FIRE DEPARTMENT	\$872,488.00
05-10	PUBLIC SAFETY	\$166,354.00
10-01	PUBLIC WORKS	\$1,236,520.00
10-05	MUNICIPAL GARAGE	\$37,840.00
15-10	SOLID WASTE	\$482,820.00
20-01	RECREATION	\$124,942.00
20-10	DYER LIBRARY	\$230,163.00
20-20	LURA HOIT POOL	\$360,528.00
20-25	MARINA	\$500.00
25-10	THE BUS	\$55,000.00
30-10	BUILDINGS & GROUNDS	\$86,800.00
38-00	OUTSIDE AGENCY REQUESTS	\$25,416.00
40-10	GENERAL ASSISTANCE	\$10,000.00
50-10	DEBT SERVICE	\$467,793.00
55-00	RESERVES	\$243,970.00

GROSS	MUNICIPAL BUDGET TOTAL	\$6,973,768.00
LESS	MUNICIPAL REVENUES	\$3,584,500.00

= NET	MUNICIPAL BUDGET TOTAL	\$3,389,268.00
	SAD #22 TAXATION AMOUNT	\$5,024,921.88
	COUNTY TAXATION AMOUNT	\$586,820.80
	TIF APPROPRIATION	\$50,000.00

ESTIMATED TOTAL TAXATION REQUIREMENT \$9,051,010.68

As proposed, the 2009 Budget should result in a tax rate of \$16.40 per thousand, an increase of \$.70 over 2008.

Proposed FY 2009 budget figures are as of 6/4/08.

Copies of the proposed FY 2009 Budget are available for public inspection at the Hampden Town Office.



C-1-b

TOWN OF HAMPDEN
TOWN CLERK'S OFFICE

COMMENTS ON:

Public Hearing Date: 6/16/08
(If applicable)

- ☐ Application for Liquor License
- ☒ Application for Victualer's License
- ☐ Application for Off-premises Catering
- ☐ Application for Outdoor Wood-burning Furnace License

NAME: Hampden Natural Foods Sheryl Williams
Business Name Individual

ADDRESS: 281 Western Ave. PHONE: 862-2500

MAP/LOT: _____ DATE: 6/3/08

DEPARTMENT REPORT:

Inspected on June 4, 2008 and found all
safety requirements to be in place.

DATE: 6-4-08

BY: [Signature]
Title: CEO

BY: Keith W. Bohmard
Title: Fire/Building Inspector

TOWN OF HAMPDEN, MAINE

APPLICATION FOR VICTUALER'S LICENSE

DATE: 6-3-08 PHONE NUMBER: 862-2500

NAME(S): Cullen & Sheryl Williams, CSW Inc

ADDRESS: 11 DeBeck Dr, Holden, Me 04429

NAME OF BUSINESS: Hampden Natural Foods

LOCATION OF BUSINESS: 281 Western Ave, Hampden

SIGNATURE: Sheryl Williams

(FOR TOWN USE ONLY)

*This facility has been inspected and meets ordinance criteria.

Denise
Code Enforcement Officer

Keith W. Banhart
Fire Inspector/Building Inspector

*All sewer user fees and personal property taxes are paid in full to date.

Cheryl M. Johnson
Tax Collector

Chris L. Gaud
Town Treasurer

Please return completed form to: **Town Clerk**
Town of Hampden
106 Western Avenue
Hampden, ME 04444

LICENSE FEE: \$50.00 Date Received/Fee Paid: 6/3/08 1 \$50-

C-2-a

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

DEMOCRATIC

Municipality: HAMPDEN

Return for Total Municipality

INSTRUCTIONS TO THE WARDEN:

Complete the attached RETURN OF VOTES CAST by recording the number of votes cast for each candidate on the line to the left of the candidate's name and verify for accuracy (if no votes were cast, write "none" or "0").

Record the Total Number of State Candidate ballots cast. (Refer to the tally sheet to determine this number.) This number should include only the ballots cast for the Party named in this RETURN.

TOTAL NUMBER OF STATE CANDIDATE BALLOTS CAST: 384

The WARDEN signs on line 1 and one other election official signs on line 2 of the RETURN. The WARDEN must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK.

1. Patricia Sheehan
Warden's Signature

2. Sammy Ewing
Election Official's Signature

INSTRUCTIONS TO THE MUNICIPAL CLERK:

The MUNICIPAL CLERK must make an attested copy of this RETURN and deliver it to the Secretary of State within 3 business days after Election Day. Please review the RETURN as completed by the WARDEN. If necessary, you may make corrections as indicated below.

NOTE REGARDING CORRECTION OF ERRORS ON THE RETURN:

The MUNICIPAL CLERK shall correct any errors in either the tabulating or recording of the count that are obvious based on the tally sheets or copies of the tally tapes available to the clerk. The MUNICIPAL CLERK may not change the totals recorded on the RETURN prepared by the WARDEN, but shall make any corrections to the attested copy with a notation of the basis for the corrections.

Attest, A True Copy:

Denise R. Spadon
Municipal Clerk's Signature

**COMPLETED RETURNS MUST BE RECEIVED BY THE SECRETARY OF STATE
By June 13, 2008 (TITLE 21-A, SEC. 711.3).**

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

DEMOCRATIC

Municipality: HAMPDEN

Return for Total Municipality

United States Senator

313 ALLEN, THOMAS H.

48 LEDUE, THOMAS J.

Write-in:

Representative to Congress District 2

350 MICHAUD, MICHAEL H.

Write-in:

State Senator District 33

339 POULIN, MARY E.

Write-in:

Representative to the Legislature District 39

343 HIGGINS, DAVID ANDERSON

Write-in:

Register of Probate

313 ALMY, SUSAN M.

Write-in:

County Commissioner District 2

Write-in:

0

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

GREEN INDEPENDENT

Municipality: HAMPDEN

Return for Total Municipality

INSTRUCTIONS TO THE WARDEN:

Complete the attached RETURN OF VOTES CAST by recording the number of votes cast for each candidate on the line to the left of the candidate's name and verify for accuracy (if no votes were cast, write "none" or "0").

Record the Total Number of State Candidate ballots cast. (Refer to the tally sheet to determine this number.) This number should include only the ballots cast for the Party named in this RETURN.

TOTAL NUMBER OF STATE CANDIDATE BALLOTS CAST: 11

The WARDEN signs on line 1 and one other election official signs on line 2 of the RETURN. The WARDEN must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK.

1. Patricia Spehan
Warden's Signature

2. Sammy Ewing
Election Official's Signature

INSTRUCTIONS TO THE MUNICIPAL CLERK:

The MUNICIPAL CLERK must make an attested copy of this RETURN and deliver it to the Secretary of State within 3 business days after Election Day. Please review the RETURN as completed by the WARDEN. If necessary, you may make corrections as indicated below.

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Attest, A True Copy:

Denise R. Goddard
Municipal Clerk's Signature

COMPLETED RETURNS MUST BE RECEIVED BY THE SECRETARY OF STATE
By June 13, 2008 (TITLE 21-A, SEC. 711.3).

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

GREEN INDEPENDENT

Municipality: HAMPDEN

Return for Total Municipality

United States Senator

Write-in:

0 _____

Representative to Congress District 2

Write-in:

0 _____

State Senator District 33

Write-in:

0 _____

Representative to the Legislature District 39

Write-in:

0 _____

Register of Probate

Write-in:

0 _____

County Commissioner District 2

Write-in:

0 _____

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

REPUBLICAN

Municipality: HAMPDEN

Return for Total Municipality

INSTRUCTIONS TO THE WARDEN:

Complete the attached RETURN OF VOTES CAST by recording the number of votes cast for each candidate on the line to the left of the candidate's name and verify for accuracy (if no votes were cast, write "none" or "0").

Record the Total Number of State Candidate ballots cast. (Refer to the tally sheet to determine this number.) This number should include only the ballots cast for the Party named in this RETURN.

TOTAL NUMBER OF STATE CANDIDATE BALLOTS CAST: 641

The WARDEN signs on line 1 and one other election official signs on line 2 of the RETURN. The WARDEN must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK.

1. Patricia Sheehan
Warden's Signature

2. James Ewing
Election Official's Signature

INSTRUCTIONS TO THE MUNICIPAL CLERK:

The MUNICIPAL CLERK must make an attested copy of this RETURN and deliver it to the Secretary of State within 3 business days after Election Day. Please review the RETURN as completed by the WARDEN. If necessary, you may make corrections as indicated below.

NOTE REGARDING CORRECTION OF ERRORS ON THE RETURN:

The MUNICIPAL CLERK shall correct any errors in either the tabulating or recording of the count that are obvious based on the tally sheets or copies of the tally tapes available to the clerk. The MUNICIPAL CLERK may not change the totals recorded on the RETURN prepared by the WARDEN, but shall make any corrections to the attested copy with a notation of the basis for the corrections.

Attest, A True Copy:

Denise R. Godson
Municipal Clerk's Signature

COMPLETED RETURNS MUST BE RECEIVED BY THE SECRETARY OF STATE
By June 13, 2008 (TITLE 21-A, SEC. 711.3).

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

REPUBLICAN

Municipality: HAMPDEN

Return for Total Municipality

United States Senator

575

COLLINS, SUSAN M.

Write-in:

Representative to Congress District 2

462

FRARY, JOHN N.

Write-in:

State Senator District 33

564

PLOWMAN, DEBRA D.

Write-in:

Representative to the Legislature District 39

144

BRIGGS, RICKY A.

325

CUSHING, ANDRE E. III

158

DUPREY, CAROL S.

Write-in:

Register of Probate

Write-in:

0

STATE OF MAINE
RETURN OF VOTES CAST

June 10, 2008

REPUBLICAN

Municipality: HAMPDEN

Return for Total Municipality

County Commissioner District 2

479

DAVIS, THOMAS J.

Write-in:

STATE OF MAINE
RETURN OF VOTES CAST
Referendum

June 10, 2008

Municipality: HAMPDEN

Municipal Total

INSTRUCTIONS TO THE WARDEN:

Complete the attached RETURN OF VOTES CAST by recording the number of "YES" and "NO" votes cast on the lines below the question and verify for accuracy (if no votes were cast, write "none" or "0").

Record the Total Number of State Referendum ballots cast. (Refer to the tally sheet to determine this number.)

TOTAL NUMBER OF STATE REFERENDUM BALLOTS CAST: 1184

The WARDEN signs on line 1 and one other election official signs on line 2 of the RETURN. The WARDEN must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK.

1. Patricia Skehan
Warden's Signature

2. James Ewing
Election Official's Signature

INSTRUCTIONS TO THE MUNICIPAL CLERK:

The MUNICIPAL CLERK must make an attested copy of this RETURN and deliver it to the Secretary of State within 3 business days after Election Day. Please review the RETURN as completed by the WARDEN. If necessary, you may make corrections as indicated below.

NOTE REGARDING CORRECTION OF ERRORS ON THE RETURN:

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Attest, A True Copy:

Denise R. Hodsdon
Municipal Clerk's Signature

COMPLETED RETURNS MUST BE RECEIVED BY THE SECRETARY OF STATE BY:

June 13, 2008 (TITLE 21-A, SEC.711.3)

Municipality: HAMPDEN

Voting District: W. 1 P. 1

Question 1: BOND ISSUE

Do you favor a \$29,725,000 bond issue for natural resource, agricultural and transportation infrastructure that will leverage \$29,780,000 in other funds?

Yes 673

No 490

TOWN CLERK'S RETURN AND CERTIFICATE
AS TO RESULTS OF VOTING

TOWN OF HAMPDEN

I certify that the result of the vote taken on Question 1 of the Warrant and Notice of Election in the Town of Hampden, covering the District Budget Validation Referendum held June 10, 2008 relating to the budget of Maine School Administrative District No. 22 for the 2008-2009 fiscal year is as follows:

Question 1:	YES	NO	BLANK
	<u>825</u>	<u>319</u>	<u>VOID</u>
			<u>27</u>

I further certify that I tabulated the nonbinding expression of opinion for said budget as follows:

Too High	Too Low	BLANK
		<u>VOID</u>
<u>485</u>	<u>178</u>	<u>508</u>

DATED: June 11, 2008

Denise Hodsdon
Denise Hodsdon, Town Clerk
Town of Hampden

(Seal)



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

One Merchants Plaza | Suite 501
Bangor, Maine 04401
www.woodardcurran.com

T 800.564.2333
T 207.945.5105
F 207.945.5492

**Budgetary Opinion of Probable Cost
for
Priority Areas 1 through 7
Town of Hampden
June 3, 2008**

Description	Construction	Technical Services	Contingency	Total
Priority Area 1	\$502,000.00	\$57,500.00	\$84,000.00	\$643,500.00
Priority Area 2	\$483,750.00	\$56,000.00	\$80,000.00	\$619,750.00
Priority Area 3	\$463,750.00	\$54,000.00	\$78,000.00	\$595,750.00
Priority Area 4	\$597,000.00	\$67,500.00	\$100,000.00	\$764,500.00
Priority Area 5	\$437,000.00	\$51,000.00	\$73,500.00	\$561,500.00
Priority Area 6	\$358,625.00	\$43,500.00	\$60,500.00	\$462,625.00
Priority Area 7	\$366,500.00	\$44,000.00	\$61,500.00	\$472,000.00
TOTALS	\$3,208,625.00	\$373,500.00	\$537,500.00	\$4,119,625.00



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

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Bangor, Maine 04401
www.woodardcurran.com

T 800.564.2333
T 207.945.5105
F 207.945.5492

**Budgetary Opinion of Probable Cost
Priority Area 1, 2, and 3 Combined
Route 1A,
Town of Hampden
June 3, 2008**

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 70,000	\$ 70,000
2	Demolition	LS	1	\$ 20,000	\$ 20,000
3	8" SDR 35 PVC Sewer Main	LF	6700	\$ 80	\$ 536,000
4	10" SDR 35 PVC Sewer Main	LF	700	\$ 90	\$ 63,000
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	122	\$ 750	\$ 91,500
7	PVC Sewer Services	LF	2700	\$ 75	\$ 202,500
8	Standard 4' dia. Manhole	EA	30	\$ 4,000	\$ 120,000
9	Temporary By-pass	LS	3	\$ 20,000	\$ 60,000
10	Directionally Drilled Services	EA	18	\$ 3,000	\$ 54,000
11	Ledge Removal	LS	1	\$ 70,000	\$ 70,000
12	Bituminous Pavement	LS	1	\$ 165,000	\$ 165,000
					Subtotal = \$ 1,452,000
					Surveying = \$ 12,500
					Engineering (Des./Admin/Permit.) = \$ 145,500
					15% Contingency = \$ 240,000
					PROJECT TOTAL = \$ 1,850,000



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Budgetary Opinion of Probable Cost

Priority Area 1

Main Road North (Patterson to Hillside) and Wheelden Heights

Town of Hampden

June 3, 2008

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 25,000	\$ 25,000
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	1400	\$ 80	\$ 112,000
4	10" SDR 35 PVC Sewer Main	LF	700	\$ 90	\$ 63,000
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	39	\$ 750	\$ 29,250
7	PVC Sewer Services	LF	850	\$ 75	\$ 63,750
8	Standard 4' dia. Manhole	EA	12	\$ 4,000	\$ 48,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	12	\$ 3,000	\$ 36,000
11	Ledge Removal	LS	1	\$ 50,000	\$ 50,000
12	Bituminous Pavement	LS	1	\$ 50,000	\$ 50,000
					Subtotal = \$ 502,000
					Surveying = \$ 7,500
					Engineering (Des./Admin/Permit.) = \$ 50,000
					15% Contingency = \$ 84,000
					PROJECT TOTAL = \$ 643,500



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**Budgetary Opinion of Probable Cost
Priority Area 2
Perry Road, Coolidge Street, and Coolidge Street Extension
Town of Hampden
June 3, 2008**

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 25,000	\$ 25,000
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	2800	\$ 80	\$ 224,000
4	10" SDR 35 PVC Sewer Main	LF	0	\$ 90	\$ -
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	38	\$ 750	\$ 28,500
7	PVC Sewer Services	LF	950	\$ 75	\$ 71,250
8	Standard 4' dia. Manhole	EA	10	\$ 4,000	\$ 40,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	0	\$ 3,000	\$ -
11	Ledge Removal	LS	1	\$ 10,000	\$ 10,000
12	Bituminous Pavement	LS	1	\$ 60,000	\$ 60,000
Subtotal =					\$ 483,750
Surveying =					\$ 7,500
Engineering (Des./Admin/Permit.) =					\$ 48,500
15% Contingency =					\$ 80,000
PROJECT TOTAL =					\$ 619,750



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Budgetary Opinion of Probable Cost

Priority Area 3

Patterson Street (onto Old County Road) and Main Road North (Riverview to Frances)

Town of Hampden

June 3, 2008

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 22,500	\$ 22,500
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	2500	\$ 80	\$ 200,000
4	10" SDR 35 PVC Sewer Main	LF	0	\$ 90	\$ -
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	45	\$ 750	\$ 33,750
7	PVC Sewer Services	LF	900	\$ 75	\$ 67,500
8	Standard 4' dia. Manhole	EA	8	\$ 4,000	\$ 32,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	6	\$ 3,000	\$ 18,000
11	Ledge Removal	LS	1	\$ 10,000	\$ 10,000
12	Bituminous Pavement	LS	1	\$ 55,000	\$ 55,000
					Subtotal = \$ 463,750
					Surveying = \$ 7,500
					Engineering (Des./Admin/Permit.) = \$ 46,500
					15% Contingency = \$ 78,000
					PROJECT TOTAL = \$ 595,750



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Budgetary Opinion of Probable Cost

Priority Area 4

Main Road North (Hampden Academy to West Elm Street) and West Elm Street

Town of Hampden

June 3, 2008

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 30,000	\$ 30,000
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	2100	\$ 80	\$ 168,000
4	10" SDR 35 PVC Sewer Main	LF	1100	\$ 90	\$ 99,000
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	60	\$ 750	\$ 45,000
7	PVC Sewer Services	LF	500	\$ 75	\$ 37,500
8	Standard 4' dia. Manhole	EA	13	\$ 4,000	\$ 52,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	26	\$ 3,000	\$ 78,000
11	Ledge Removal	LS	1	\$ 10,000	\$ 10,000
12	Bituminous Pavement	LS	1	\$ 52,500	\$ 52,500
					Subtotal = \$ 597,000
					Surveying = \$ 7,500
					Engineering (Des./Admin/Permit.) = \$ 60,000
					15% Contingency = \$ 100,000
					PROJECT TOTAL = \$ 764,500



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**Budgetary Opinion of Probable Cost
Priority Area 5
Western Avenue (Edwards IGA to Main Road North)
Town of Hampden
June 3, 2008**

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 22,500	\$ 22,500
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	0	\$ 80	\$ -
4	10" SDR 35 PVC Sewer Main	LF	0	\$ 90	\$ -
5	12" SDR 35 PVC Sewer Main	LF	1700	\$ 100	\$ 170,000
6	Sewer Connection	EA	30	\$ 750	\$ 22,500
7	PVC Sewer Services	LF	990	\$ 100	\$ 99,000
8	Standard 4' dia. Manhole	EA	7	\$ 4,000	\$ 28,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	0	\$ 3,000	\$ -
11	Ledge Removal	LS	1	\$ 10,000	\$ 10,000
12	Bituminous Pavement	LS	1	\$ 60,000	\$ 60,000
					Subtotal = \$ 437,000
					Surveying = \$ 7,500
					Engineering (Des./Admin/Permit.) = \$ 43,500
					15% Contingency = \$ 73,500
					PROJECT TOTAL = \$ 561,500



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**Budgetary Opinion of Probable Cost
Priority Area 6
Summer Street and Pleasant Street
Town of Hampden
June 3, 2008**

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 18,000	\$ 18,000
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	700	\$ 80	\$ 56,000
4	10" SDR 35 PVC Sewer Main	LF	900	\$ 90	\$ 81,000
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	44	\$ 750	\$ 33,000
7	PVC Sewer Services	LF	675	\$ 75	\$ 50,625
8	Standard 4' dia. Manhole	EA	12	\$ 4,000	\$ 48,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	0	\$ 3,000	\$ -
11	Ledge Removal	LS	1	\$ 10,000	\$ 10,000
12	Bituminous Pavement	LS	1	\$ 37,000	\$ 37,000
					Subtotal = \$ 358,625
					Surveying = \$ 7,500
					Engineering (Des./Admin/Permit.) = \$ 36,000
					15% Contingency = \$ 60,500
					PROJECT TOTAL = \$ 462,625



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Budgetary Opinion of Probable Cost

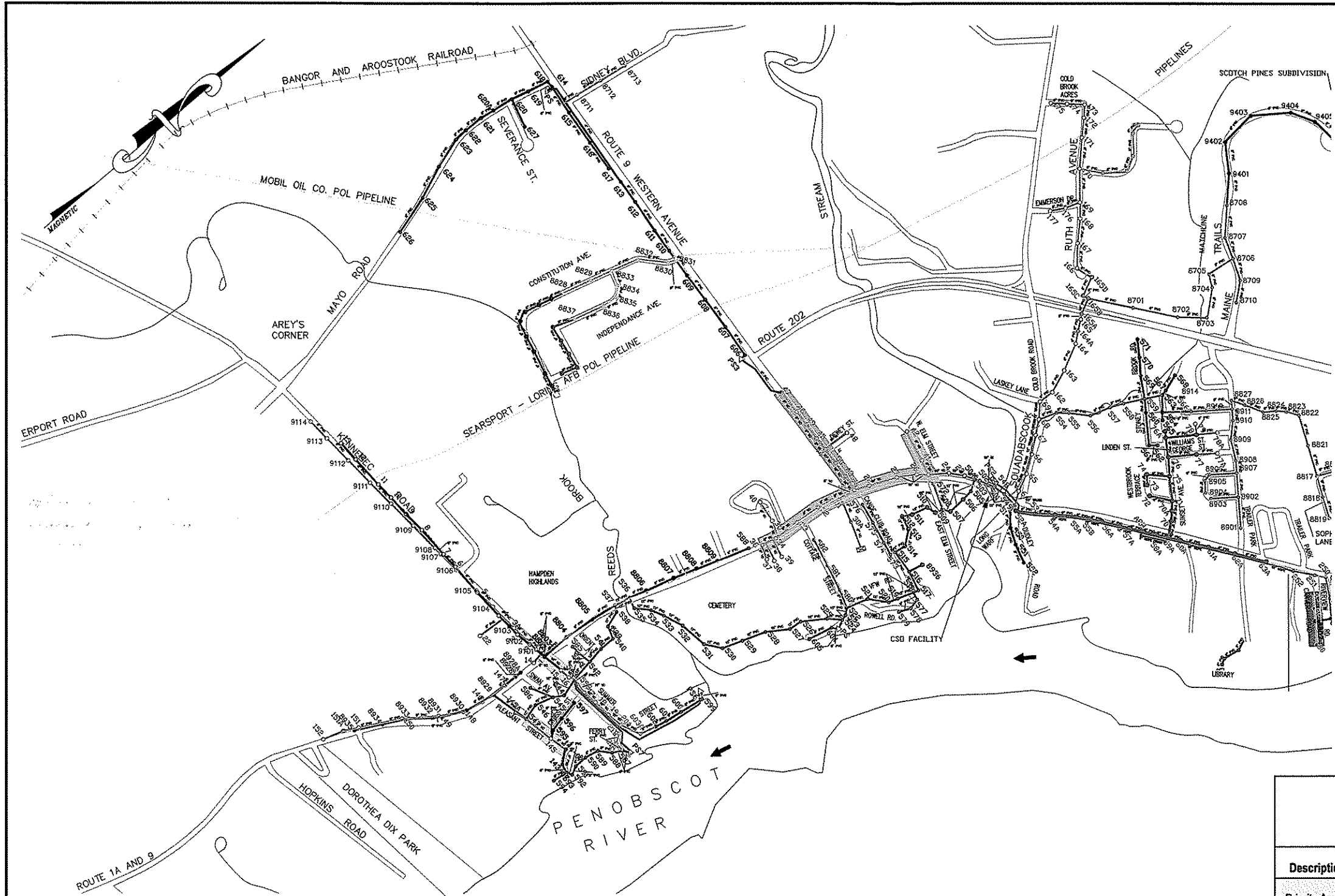
Priority Area 7

Main Road North (Hughes Brothers/Riverfront Marine) and Carver Road

Town of Hampden

June 3, 2008

Item	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$ 17,500	\$ 17,500
2	Demolition	LS	1	\$ 5,000	\$ 5,000
3	8" SDR 35 PVC Sewer Main	LF	1700	\$ 80	\$ 136,000
4	10" SDR 35 PVC Sewer Main	LF	0	\$ 90	\$ -
5	12" SDR 35 PVC Sewer Main	LF	0	\$ 100	\$ -
6	Sewer Connection	EA	30	\$ 750	\$ 22,500
7	PVC Sewer Services	LF	300	\$ 75	\$ 22,500
8	Standard 4' dia. Manhole	EA	9	\$ 4,000	\$ 36,000
9	Temporary By-pass	LS	1	\$ 20,000	\$ 20,000
10	Directionally Drilled Services	EA	14	\$ 3,000	\$ 42,000
11	Ledge Removal	LS	1	\$ 10,000	\$ 10,000
12	Bituminous Pavement	LS	1	\$ 55,000	\$ 55,000
					Subtotal = \$ 366,500
					Surveying = \$ 7,500
					Engineering (Des./Admin/Permit.) = \$ 36,500
					15% Contingency = \$ 61,500
					PROJECT TOTAL = \$ 472,000



SEWER PRIORITY AREA MAP
(Partial Area 1)



BAR SCALE

1" = 1500'

CHECK GRAPHIC SCALE BEFORE USING

SOURCE:
PLAN ENTITLED, "TOWN OF HAMPDEN, TOWN OF HAMPDEN
SEWER LOCATIONS", DATED 03-21-2006, PREPARED BY
JAMES W. SEWALL COMPANY

- LEGEND**
- PRE 1980 MANHOLE
 - POST 1980 MANHOLE
 - ARM AIR RELIEF MANHOLE
 - PS4 PUMP STATION 4
 - GRAVITY SEWER
 - FORCE MAIN SEWER

Priority Areas 1 through 7 Town of Hampden				
June 3, 2008				
Description	Construction	Technical Services	Contingency	Total
Priority Area 1	\$502,000.00	\$57,500.00	\$84,000.00	\$643,500.00
Priority Area 2	\$483,750.00	\$56,000.00	\$80,000.00	\$619,750.00
Priority Area 3	\$463,750.00	\$54,000.00	\$78,000.00	\$595,750.00
Priority Area 4	\$597,000.00	\$67,500.00	\$100,000.00	\$764,500.00
Priority Area 5	\$437,000.00	\$51,000.00	\$73,500.00	\$561,500.00
Priority Area 6	\$358,625.00	\$43,500.00	\$60,500.00	\$462,625.00
Priority Area 7	\$366,500.00	\$44,000.00	\$67,500.00	\$478,000.00
TOTALS	\$3,208,625.00	\$373,500.00	\$537,500.00	\$4,119,625.00

SEWER PRIORITY AREA MAP
(PARTIAL AREA 1)

TOWN OF HAMPDEN, MAINE

SEWER COST ESTIMATE

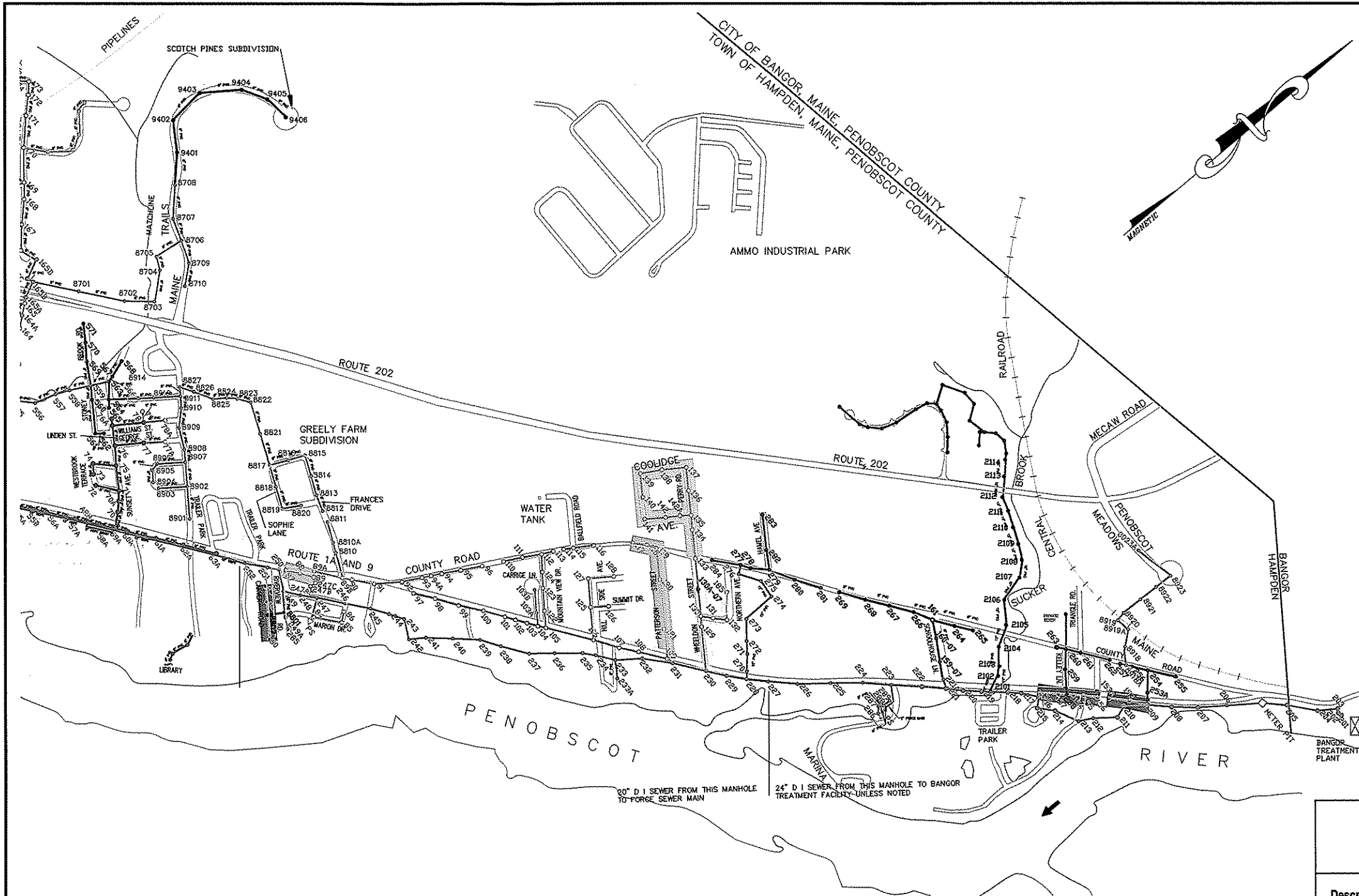
JOB NO: 213302
DATE: JUNE 2008
SCALE: 1"=1500'

FIGURE 1

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COMMITMENT & INTEGRITY DRIVE RESULTS



- LEGEND**
- PRE 1980 MANHOLE
 - POST 1980 MANHOLE
 - AM AIR RELIEF MANHOLE
 - PS PUMP STATION 4
 - GRAVITY SEWER
 - FORCE MAIN SEWER

SEWER PRIORITY AREA MAP (Partial Area 2)



BAR SCALE
1" = 1500'
CHECK GRAPHIC SCALE BEFORE USING

SOURCE:
PLAN ENTITLED, "TOWN OF HAMPDEN, TOWN OF HAMPDEN
SEWER LOCATIONS", DATED 03-21-2006, PREPARED BY
JAMES W. SEWALL COMPANY

Priority Areas 1 through 7 Town of Hampden				
June 3, 2008				
Description	Construction	Technical Services	Contingency	Total
Priority Area 1	\$502,000.00	\$57,500.00	\$84,000.00	\$643,500.00
Priority Area 2	\$483,750.00	\$56,000.00	\$80,000.00	\$619,750.00
Priority Area 3	\$463,750.00	\$54,000.00	\$78,000.00	\$595,750.00
Priority Area 4	\$597,000.00	\$67,500.00	\$100,000.00	\$764,500.00
Priority Area 5	\$437,000.00	\$51,000.00	\$73,500.00	\$561,500.00
Priority Area 6	\$358,625.00	\$43,500.00	\$60,500.00	\$462,625.00
Priority Area 7	\$366,500.00	\$44,000.00	\$61,500.00	\$472,000.00
TOTALS	\$3,208,625.00	\$373,500.00	\$537,500.00	\$4,119,625.00

TOWN OF HAMPDEN, MAINE

SEWER COST ESTIMATE

JOB NO: 213302
DATE: JUNE 2008
SCALE: 1"=1500'

FIGURE 2

SEWER PRIORITY AREA MAP (PARTIAL AREA 2)

DESIGNED BY:
DRAWN BY:
CHECKED BY: 2007-04-09 Hampden Sewer Locations.dwg

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COMMITMENT & INTEGRITY DRIVE RESULTS

C-3-b

FARRELL, ROSENBLATT & RUSSELL

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TELEPHONE (207) 990-3314
TELECOPIER (207) 941-0239
e-mail: tar@frrlegal.com

MEMORANDUM

Date: June 11, 2008
To: Susan Lessard, Town Manager
From: Tom Russell
Re: Town/SAD #22 Memorandum of Understanding

I have reviewed the draft Memorandum of Understanding that you emailed to me on June 9th, and I make the following comments and/or observations:

1. The month needs to be updated in the opening sentence.
2. In the sixth line of Recital Paragraph D, the "by" should be "from".
3. In the next line of Paragraph D, it appears to me that the word "alter" should be changed to "allow".
4. In that same Paragraph D, the Town's use of the access to its property is limited to recreational use.
5. In Paragraph 4 of the Agreement, the easements will be appurtenant to the Town's property, the Town will have no right to grant easements over and across the common access drive or minor street, and no other property owner shall have the right to use the easements.
6. In addition, the language in Paragraph 4 contradicts itself. At one point, the document provides that the easements shall not be used as a collector street or an arterial street without the prior written approval of SAD #22. However, the language further on in that paragraph provides that under no circumstances shall the minor street be connected to any right of way, easement, street, or access that serves any parcel other than the Town's property, and also provides that under no circumstances shall the minor street be connected to any right of way, easement, street or access that is connected to any right of way, easement street or access that serves any parcel other than the Town's property. Both of those restrictions are subject to the caveat "unless such connection is necessary for SAD use as determined by SAD Board of Directors in its sole discretion". In my

view, that language absolutely prohibits using the common access drive or minor street as a "collector street" or an "arterial street".

My interpretation is supported by the fact that the revised Memorandum of Understanding deleted Paragraph 6 from the Town's proposed Memorandum of Understanding, which Paragraph 6 contemplated expansion of the scope of the easement and required the Town to provide a traffic study to address the impact of any such expansion.

7. Paragraph 4 also provides that the easement shall be solely used for the purpose of accessing the Town property for recreational use, and that such use shall not change or be increased. Furthermore, that paragraph provides that the use of the easement for any other purpose is not permitted.
8. The original draft of the Memorandum of Understanding provided that the easements would be sixty-six feet (66') wide, which is the minimum width for a minor street. Paragraph 5 of the revised Memorandum of Understanding says that the easement "shall not exceed" sixty-six feet (66'). In other words, we do not have any assurance as to what SAD #22 will eventually grant the Town for an easement width.
9. Paragraph 6 contains provisions requiring repairs and indemnification. I recommend that Paragraph 6 be revised to recognize that the Town is retaining its immunities and limitations on damages under the Maine Tort Claims Act, and that this indemnification provision is not to be construed as "insurance" for purposes of the MTCA.
10. Paragraph 7 contains three contingencies that must occur before SAD #22 is obligated to grant the easements to the Town. I think that contingency (b) is problematic, as it requires that the Town obtain an easement over the private property prior to the granting of the easements by SAD #22 to the Town, and the easement over the private property must be "in a manner satisfactory to the SAD Board of Directors". In other words, the Town would not obtain any easements from SAD #22 until after the Town obtains an easement across the Cushing property. I prefer that the Town be granted the easements upon completion of the school project. If agreeable to the Town, the easement could contain a condition to the effect that the rights granted shall not be exercised until the Town has legal access to its property.
11. Consistent with the limitations on recreational use, Paragraph 11 provides that if the Town breaches the Agreement, including the breach of the limitation on use of the easements, SAD #22 may terminate the easement without any notice or opportunity to cure the breach. In addition, the SAD Board of Directors may terminate the easement if it decides, in its sole discretion, that use of the same endangers the safety of SAD students or staff. Again, no prior notice is required to be given to the Town prior to termination.

If you have any questions or comments, or you wish to discuss this matter, please feel free to contact me.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between **MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 22** (hereinafter "**SAD**") and the **TOWN OF HAMPDEN** (hereinafter "**Town**") as of this ____ day of May, 2008.

RECITALS

- A. SAD is pursuing the construction of a new high school and associated improvements (the "**Project**") on land of SAD situated off Western Avenue in the Town of Hampden (the "**SAD Parcel**"), the SAD Parcel being more particularly depicted on the concept plan of the Project attached hereto as Exhibit A (the "**Concept Plan**").
- B. SAD intends to acquire by purchase from the Maine Department of Transportation ("**MDOT**") the MDOT Land located between the SAD Parcel and Western Avenue depicted on the Concept Plan, or obtain a Sixty-Six (66) foot wide easement and right-of-way over the MDOT Land, for the purpose of providing access in connection with the Project, including vehicular and pedestrian ingress and egress and the installation, maintenance, repair and replacement of subsurface and above-ground utilities, between Western Avenue and the SAD Parcel.
- C. Town owns property located southerly of, but not adjacent to, the SAD Parcel designated as "Town of Hampden" on the Concept Plan (the "**Town Property**"), which Town Property is southerly of land depicted as "Private Property" on the Concept Plan (the "**Private Property**").
- D. Town desires to have access from Western Avenue over and across the "Common Access Drive" and "Minor Street" located on the MDOT Land and the SAD Parcel and more particularly depicted on the Concept Plan. It is the intention of the Town that such access is to continue over an extension of the Minor Street across the Private Property to the Town Property by virtue of an easement and right-of-way the Town is seeking to obtain by the owner of the Private Land (the "**Extension Easement**") and that such access will be to alter access to the Town Property for recreational use. Provided the terms of this Memorandum are satisfied, SAD has indicated its willingness to construct the Common Access Drive to meet or exceed the standards for minor streets as set forth in Section 552 of Town's Subdivision Ordinance (the "**Design Standards**"), a copy of which is attached hereto as Exhibit B.
- E. SAD has agreed to cooperate with Town to ensure the Town's access to Western Avenue **over the MDOT Land** pursuant to the terms and conditions of this Memorandum of Understanding, provided however, that such access will not unreasonably interfere with the Project and SAD's continued and future use of the SAD Parcel and the Project as finally constructed thereon.
- F. The SAD Board of Directors and the Town agree that use of any easement, right of way, street or access granted to the Town hereunder not endanger SAD students or staff.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

1. Town and SAD agree to cooperate in negotiations with the MDOT concerning the possible acquisition of the MDOT Land by SAD, and to pursue ownership or easements that are beneficial to both parties.
2. SAD agrees to construct the access drive from Western Avenue to the proposed Minor Street location to meet or exceed the Design Standards.
3. SAD agrees to grant Town an easement and right-of-way to use for purposes of pedestrian and vehicular ingress and egress, in common with SAD, over the portion of the Common Access Drive from Western Avenue to where it connects with the proposed Minor Street as depicted on the Concept Plan, together with the right to connect to or extend any of SAD's utilities. In addition, SAD agrees to grant Town an easement to construct, maintain, and repair the Minor Street running from the location referenced above where the Common Access Drive connects with the proposed Minor Street to the northerly line of the Private Property, all for the purposes of providing public access and utilities to the Town Property, provided however, that Town shall, following any construction, maintenance or repairs relating to the Minor Street, promptly repair any damage to the SAD Parcel and regrade and restore the land around the Minor Street to substantially its condition prior thereto. SAD shall have no obligation to construct, maintain, repair or replace the Minor Street.
4. For the purposes hereof and for the purposes of the Town's easements, the term "Minor Street" shall mean a street that serves to provide access and utilities to the Town Property. The parties agree that the easements referenced in Paragraph 3 above granted to Town shall be appurtenant to the Town Property, and that, Town shall have no right to grant easements over and across the Common Access Drive or Minor Street, and no other property owner shall have the right to use the easements contemplated hereunder. In addition, the Town easements shall not be used as a "collector street" (meaning a street which connects one or more streets with an arterial street) or an "arterial street" (meaning a street which serves heavy traffic flows and which is used as a route for traffic between communities and/or heavy traffic-generating areas), without the prior written approval of SAD. Town agrees that its use of the easement, granted hereunder shall be solely for the purpose of accessing the Town Property for recreational use and that such use shall not change or be increased. Town agrees that under no circumstances shall the Minor Street regardless of its location be connected to any right of way, easement, street or access that serves any parcel other than the Town Property unless such connection is necessary for SAD use as determined by the SAD Board of Directors in its sole discretion and approved in advance by the SAD Board of Directors. Town further agrees that under no circumstances shall the Minor Street regardless of its location be connected to any right of way, easement, street, or access that is connected to any right of way, easement, street or access that serves any parcel other than the Town Property unless such connection is necessary for SAD use as determined by the SAD Board of Directors in its sole discretion and approved in advance by the SAD Board

of Directors. Town agrees that any use of the easement, right of way, street or access granted hereunder that is not for the purpose of accessing the Town Property for recreational use including without limitation the providing of access to residential property is not permitted.

5. The Town's easements over the Common Access Drive and the Minor Street shall not exceed Sixty-Six (66) feet wide, and the Minor Street shall be constructed in accordance with the Design Standards.
6. Town agrees to be responsible for any repairs or damage to SAD's improvements that are caused by Town, or members of the public that are using the easements for access to Town's property. In addition to the foregoing, Town further agrees to defend, indemnify and hold SAD, its directors, officers, employees, agents, successors and assigns, harmless for any death, personal injury, loss of property or damages (including reasonable court costs and the cost of defending against any such claims or enforcing this indemnity, including reasonable attorneys' fees) arising out of or relating to the exercise of the easements contemplated hereunder by Town, its directors, officers, agents, contractors, invitees, guests, successors and assigns. This indemnification and hold harmless covenant is in addition to any applicable immunities and limitations on damages SAD has under the Maine Tort Claims Act and shall not in any way be deemed a waiver thereof.
7. Provided the terms of the agreement are satisfied SAD agrees to grant the easements contemplated by this Memorandum of Understanding upon the completion of the Project and the occupancy of the same for school purposes. Notwithstanding anything contained in this Memorandum of Understanding to the contrary, the obligation of SAD to grant the easements to the Town as contemplated hereunder are contingent upon (a) the acquisition by SAD from MDOT of the MDOT Land, or SAD obtaining the easement and right-of-way from MDOT for access over the MDOT Land more particularly set forth in Recital B above, and such easement provides that SAD is permitted to in turn grant the easement and right-of-way contemplated herein to the Town over the MDOT Land, (b) the Town obtaining the Extension Easement over the Private Property from the SAD Parcel to the Town Property as set forth in Recital D above in a manner satisfactory to the SAD Board of Directors, and (c) the Common Access Drive and the Minor Street as depicted on the Concept Plan to be approved by the SAD Board of Directors and by all necessary governmental agencies or departments or, if necessary, moved to an alternative location acceptable to SAD in its sole discretion. The parties agree to cooperate in good faith concerning the terms and conditions of the easement document(s).
8. The parties agree that the location of the Minor Street may be relocated only upon mutual written consent of the parties, and that the approval by SAD of such relocation shall be in its sole discretion. In no event shall SAD be prohibited from undertaking and completing the Project due to anything contained in this Memorandum of Understanding.
9. This Memorandum of Understanding is subject to approval from the Maine Department of Transportation and the Maine Department of Education.

10. The Memorandum of Understanding shall be binding on the parties, their successor or assigns. Town shall not assign any of its rights hereunder without the prior written consent of SAD.

11. In the event of any breach of this Agreement by the Town including without limitation use of the easement, right of way, street or access for the purpose of accessing residential property the SAD may terminate this easement, right of way, street or access granted hereunder forthwith. Town also agrees that if the SAD Board of Directors decides in its sole discretion that use of any easement, right of way, street or access granted hereunder by the Town endangers the safety of the SAD students or staff, the SAD Board of Directors may terminate this memorandum and terminate the easement, right of way, street or access forthwith.

12. THIS MEMORANDUM OF UNDERSTANDING SHALL NOT BE RECORDED IN THE REGISTRY OF DEEDS. .

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed by the authorized officials as of the _____ day of _____, 2008.

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 22

By _____
Richard A. Lyons
Its Superintendent

TOWN OF HAMPDEN

By _____
Susan M. Lessard
Its Town Manager

C-4-a



June 10, 2008

Hampden Town Council
106 Western Avenue
Hampden, ME 04444

Dear Members of the Hampden Town Council:

Regarding the recent request for proposals for vendors to bid on replacing surveillance equipment in the Hampden Public Safety building as well as adding a camera with video and audio to the Hampden Town Office lobby, we recommend that you approve the low bid. After thorough research of the equipment proposed and the references provided, we feel that this bid suits all of the needs stated and is cost-effective.

Sincerely,

Gretchen Heldmann
GIS/IT Specialist

Joseph Rogers
Chief, Hampden Public Safety

TOWN OF HAMPDEN

"HPS SECURITY SYSTEM"

PUBLIC BID OPENING BID SHEET – JUNE 2, 2008 AT 10:00 A.M.

106 WESTERN AVE – HAMPDEN, ME – 04444

BIDDER	BID AMOUNT (\$)
Norris, Inc.	6,842.00
CSS Cayer Security Sys.	17,154.00
Eagle Security Systems	11,700.28
Signet	12,705.00
Black Shepherd Security Sys.	11,597.27 11,997.15
Seacoast Security of Maine	10,038.00



Norris Inc
54 Perry Rd
Bangor, ME 04401
1-888-312-3473

**** QUOTATION ****

5/19/2008

Project Number: 101937BA

For :

NORRIS INC
Hampden Public Safety CCTV
Customer P.O.: N/A

**** QUOTATION ** to:**

TOWN OF HAMPDEN
DENISE
106 WESTERN AVENUE
HAMPDEN, ME 04444

Tel: 207-862-3034

Fax: 207-862-5067

Project Site:

NORRIS INC
DIANE NEWMAN

54 PERRY ROAD
BANGOR, ME 04401
Tel: (207) 992-2255

Mfr-Part No.	Qty	Description	Unit Price	Extended
HAMPDEN PUBLIC SAFETY CCTV SYSTEM				
Norris Inc. will provide and install a customized rack mount Hybrid DVR server, with a 16 camera & 8 audio license. The DVR will have a 1 TB storage hard drive and 2GB RAM. Existing analog cameras will also be connected to the rack system. The Hybrid DVR will replace the 2 current DVR's in the storeroom & reception area. The new DVR / Video server will need to be placed in a rack with proper ventilation, to prevent damage to the unit. The DVR will be connected to the network using existing network connections. Remote viewing may be done either thru the client software directly on the network or via a web client. A UPS power supply should be connected to the DVR (not included). Electrical circuit for the power supply to be provided by the owner or existing power in the room will be used if available. Norris Inc. will also be replacing the cameras in the Interview Room & Public Safety Lobby. Additionally, we will be adding a camera to the Town Office Lobby.				
1		Norris Inc. VJ120FPS DVR Video Surveillance System with Audio	2,275.00	2,275.00
1		PCI-X card and software for one server	1,500.00	1,500.00
3		Sony Super HAD CCD 470 Day/Night Camera	250.00	750.00
3		ETS Single Zone Audio Surveillance Microphone	99.00	297.00
500		RG-59 20 SOLID BARE CM + 1 PAI CABLE (500')	0.40	200.00
1		Misc. Installation Material	100.00	100.00
1		Preferred State & Local Discount	-1,000.00	-1,000.00
		Tech Services & Installation		680.00
		Training		2,040.00
Norris Inc. has included 30 hours of training. If all 30 hours of training are not used, this time can be converted to service / training time. This can be used at any time to do follow up training and / or adjustments to the system.				
Total CCTV System as spec'd above:				6,842.00
1		Turnkey Installation		

Our quote is for a turnkey installation of the specific equipment listed above and includes a one year warranty on parts and labor. Unless noted otherwise, we will test only the new devices we installed. The installation will be completed in a workman like manner and will conform to applicable codes. The removal of old equipment or cable and patching and/or painting of walls, floors or ceilings is NOT included unless specifically noted. Sales tax and shipping costs of equipment is NOT included unless specifically noted. All work will be performed during regular business hours unless specifically noted otherwise. TERMS: A deposit may be required. Requisitions for procured materials and completed labor will be invoiced monthly or upon completion of the work, whichever comes first. ALL INVOICES ARE DUE IMMEDIATELY UPON RECEIPT - LATE FEE @ 2% PER MONTH - 24% ANNUALLY - Maximum credit card purchase is \$2,500. total per project.

Thank you for your order.

Signature: _____ Date: _____

Customer Signature

Signature: Scott L. Richard Date: 5/19/08

Scott L Richard, Bangor System Integrator Sales

5/19/2008

Norris Inc

Project: 101937BA

Project Total: \$ 6,842.00

Page 2 of 2

C-4-B

NANCY HAMILTON
3A Dewey Street
Hampden, Maine 04444
Tel 207 862 5748

June 10 2008 (Hand Delivered)

TOWN OF HAMPDEN
106 Western Ave
Hampden, Maine 04444

RE: Town Council Meeting - June 16 2008
Possible natural gas line into Hampden

Dear Ms. Lessard, Mayor Briggs and Town Council Members,

May I respectfully urge you to consider supporting the idea of attempting to persuade Bangor Gas to extend their gas line into the Hampden area. Today's rising oil prices are a concern to all of us. Having available an alternative heating method, such as natural gas, would not only ease these concerns, but enhance Hampden's property values.

Rough estimates for heating 1700 sq. ft. for one season is as follows:

245 days X 4 gallons a day = 980 gallons per season
Current heating oil price is \$4.50 per gallon and climbing
980 gallons X \$ 4.50 = \$4410 heating cost for the season

Oil prices have increased 80% over the last year.

The cost of natural gas is 40-45% less than that of oil. More than likely, the cost to convert a furnace, from gas to oil, could be recaptured during the first heating season.

Other than cost, natural gas has many advantages such as it is clean; there is a stable supply; natural gas burns more efficiently and it is safe.

I have spoken to Jerry Livengood, general manager at Bangor Gas. He is willing to consider extending the line to Hampden, 1A and Rt 9 areas. He needs numbers on the potential income for Bangor Gas, which would be a list of Rt 1A and Rt 9 businesses and how many gallons of oil they use each year for heat. In addition, Mr. Livengood would need the number of residential homes along the road where the gas line would run. If the potential income recaptures the line installation cost, customer commitments would then be collected.

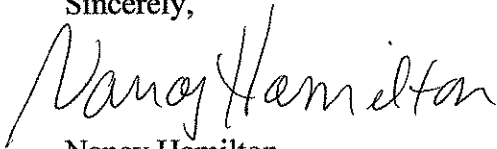
Mr. Livengood is agreeable to meeting with council or residents.

I am willing to do whatever needs be done but I believe I need the council's help and support. I can start compiling the information. There could be notices sent informing property owners of the idea and requesting information from them. If notices are not feasible, maybe there could be a public meeting.

I personally believe that oil heat is not always going to be available. I'd like to see Hampden get a head start, even if it takes a couple years.

I thank you for your time and consideration in this important matter.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Hamilton".

Nancy Hamilton

CC: Jerry Livengood
BANGOR GAS CO
21 Main St
Bangor, Maine 04401

MAINE DEPT OF
PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division

164 State House Station
Augusta ME 04330-0164
Tel: (207) 624-8745 Fax: (207) 624-8767



APPLICATION FOR CATERED FUNCTION BY
QUALIFIED CATERING ORGANIZATION

License No.: 5247 Name of Qualified Caterer: Black Bear Catering
Mailing Address: Stodder Commons, University of Maine
Town/ City: Orono State: Maine Zip Code: 04469
Telephone: 581-4717 Fax: 581-4713
Title and Purpose of Event: University of Maine Development Reception
Location of Event: Foster Home
Physical Address of Event: 8 Foster Avenue, Oldfield Estates
Town/City: Hampden State: Maine Zip Code: 04444
☒ Indoor Event ☐ Outside Event (IF OUTSIDE AREA, DIAGRAM MUST BE INCLUDED)
Describe specific indoor and/or outdoor area to be licensed: First Floor

Date of Event: June 19, 2008 Time - From: 4:00 PM To: 8:00 PM
Number of Persons Attending: 125
Name of Sponsor: University of Maine Development Office
Address: University of Maine Town/City: Orono
State: Maine Zip Code: 04469 Telephone Number: 581-1159

William B. Dalton
Signature of Licensee or Corporate Officer

6/11/08

Date

William B. Dalton

Print Name of Licensee or Corporate Officer

FOR USE ONLY BY DEPT. OF PUBLIC SAFETY - LIQUOR LICENSING

RESTRICTIONS:

[] **APPROVED**

DATED: _____

[] **NOT APPROVED**

ISSUED BY: _____

NOTE:

TO MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

This application must be approved by the Municipal Officers of the municipality in which the function is to be held or, if held in an unincorporated place, by the County Commissioner. Title 28A, Section 1076, Subsection 7D grant authority for this approval without public notice.

Dated at: _____, Maine _____ ss
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____
Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

Signature	Print

***72 Hours in Advance of Said Event or Gathering
REQUESTED***